

TERMS AND CONDITIONS

The following Terms and Conditions of service apply to all products and services provided by CreativeCo Ltd and in the event of any dispute are governed by the laws of England.

All work is carried out by CreativeCo Ltd on the understanding that the Client has agreed to our Terms and Conditions.

Copyright is retained by CreativeCo Ltd on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by CreativeCo Ltd as fulfilling the contract. All other designs remain the property of CreativeCo Ltd, unless specifically agreed in writing.

PROJECT ACCEPTANCE

At the time of proposal, CreativeCo Ltd will provide the Client with a written or verbal estimate or quotation. A written or verbal confirmation, or Purchase Order, from the Client to indicate acceptance, should be returned to CreativeCo Ltd.

Alternatively, the Client may agree that charges will be accrued on the basis of hours worked at the agreed hourly rate. CreativeCo Ltd will maintain a detailed log of hours worked, available at the Client's request.

The placement of an order for design and/or any other services offered by CreativeCo Ltd, by email, verbally or in writing, constitutes acceptance of the estimate or quotation, if provided, or continuance of existing project works and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the Client and CreativeCo Ltd.

DESIGN CHARGES

Charges for design services, to be provided by CreativeCo Ltd, will be agreed verbally between parties or set out in the written estimate or quotation that is provided to the Client.

Unless otherwise agreed, studio time will be charged at CreativeCo Ltd's standard hourly rate of £85.00 (+vat) per hour.

For all new clients payment for the full or part amount (+vat) may be requested in advance of commencement, as agreed between parties. For any subsequent invoiced work, CreativeCo Ltd must receive full payment not later than 30 days after the date of Invoice. CreativeCo Ltd reserves the right to make a surcharge of 3% per month interest to accounts that are not paid by this time. Client credit screening may affect any subsequent credit agreement.

CreativeCo Ltd reserves the right to invoice for any disbursements for part works carried out including third party costs incurred on a project should the project be unable to be completed for any reason or has been delayed or put on hold by the Client for a period of 4 weeks or more, then stage invoicing will occur.

CreativeCo Ltd also reserves the right to invoice for works carried out 6 months after the Client's initial instruction whether or not the project has been completed.

In good faith, CreativeCo Ltd would hold any supplied files, originals and materials for a period of up to 12 months. Resumption of works on the project would be completed according to the original schedule of costs so long as the project specification remained unaltered.

Disbursements on behalf of any client may result in a request for payment in advance from the Client.

DESIGN SERVICES

All estimates are based on expected or agreed design time and include two sets of author's corrections where alterations are called for by the Client, or if additional changes are required by the Client.

Where there is a change of brief, CreativeCo Ltd will inform the Client in advance of any extra costs likely to be incurred.

All projects are planned to an agreed schedule. Non-adherence to this schedule by the Client may result in compromising final delivery deadlines. If this is likely to occur, CreativeCo Ltd will advise the Client as soon as this becomes evident and suggest an alternative solution where feasible. This may incur additional costs.

Whilst every effort will be made to achieve agreed delivery, CreativeCo Ltd cannot accept liability or be held financially responsible for any targets or deadlines being missed for delivery of any work which is outside of CreativeCo Ltd's control.

All creative work produced and devised during a project(s), creative, digital, software files and related correspondence remain the property – physically, intellectually and in copyright, of CreativeCo Ltd until full payment has been made on the Client's account, and all project costs have been cleared.

It is the responsibility of the Client to proofread and approve all final designs. CreativeCo Ltd will make all efforts to ensure that no information is misrepresented. However, the Client assumes all responsibility for content. The Client's approval of all tangible materials and artwork will be assumed after the work has been submitted to the Client for review, unless the Client indicates otherwise in writing.

Once final proofs/materials have been signed off, CreativeCo Ltd cannot be held responsible financially or otherwise for any errors relating to print, programming or any end product.

It is the responsibility of the Client that all materials (including, but not limited to images, diagrams, logos, videos, data, as well as intellectual property in other media) supplied to CreativeCo Ltd by the Client will have the relevant copyrights, licenses and permissions for use in the commissioned project. CreativeCo Ltd will not accept responsibility/liability for infringements caused by any wrongly supplied materials.

CreativeCo Ltd reserves the right to commission freelance support or outsource any job if it is felt it is in the best interests of the Client. Any outsourced job remains the property/responsibility of CreativeCo Ltd and such services are deemed to be carried out 'indirectly' by CreativeCo Ltd.

As part of larger projects which involve 3rd parties commissioned directly by the Client, CreativeCo Ltd will not be held responsible in any way for services not carried out/managed directly or indirectly by the Client.

Advice of any loss, quality or damage issues must be reported to CreativeCo Ltd within five clear working days of delivery and receipt (whether be printed or digital) and any claim in respect thereof must be made in writing to CreativeCo Ltd within 3 working days thereafter. CreativeCo Ltd shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

In the event of any bona fide dispute or difference arising between the parties in connection with the Contract (excluding any dispute relating to non payment of the Charges, for whatever reason), the parties shall attempt to resolve such dispute or difference in good faith or by mediation. It is the responsibility of the Client to inform CreativeCo Ltd immediately of any issue that may lead to a dispute (including but not limited to quality, service, cost, deadline), without such information, no disputes will be entered into.

Every endeavour will be made to deliver the correct printed quantity ordered, but estimates are conditional upon margins of 5%. CreativeCo Ltd reserves the right to change/alter ordered amounts in the Client's best interest.

Whilst taking every care to protect all media and correspondence supplied, CreativeCo Ltd cannot accept liability or be held responsible financially or otherwise for any loss. Disputes will not be entered into.

SOURCE FILES

CreativeCo Ltd will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to indd, psd, ai, png, fla or other source files or raw code; if the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' charge.

PAYMENT

Any invoice queries must be submitted in writing within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charges at 3% per month on the outstanding amount, from the date due until the date of payment.

Our preferred payment method is by online transfer. If this is not possible then a cheque will be acceptable.

Returned cheques will incur an additional fee of £50.00 per returned cheque. CreativeCo Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

DEFAULT

An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque. CreativeCo Ltd shall be entitled to remove CreativeCo Ltd's and/or the Client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the Client of its obligation to pay the due amount.

The Client whose account becomes default agrees to pay all CreativeCo Ltd's reasonable legal and accounting expenses and third party collection agency fees in the enforcement of the debt and these Terms and Conditions.

COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to CreativeCo Ltd for inclusion in the Client's printed materials, website or other medium, the Client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the Client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by CreativeCo Ltd on behalf of the Client, will remain the property of CreativeCo Ltd and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the Client solely for the project defined in the scope or request and not for any other purpose.

The Client may request in writing from CreativeCo Ltd, the necessary permission to use materials (for which CreativeCo Ltd holds the copyright) in forms other than for which it was originally supplied, and CreativeCo Ltd may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the Client, not CreativeCo Ltd.

By supplying images, text, or any other data to CreativeCo Ltd, the Client grants CreativeCo Ltd permission to use this material freely in the pursuit of the design.

Should CreativeCo Ltd, or the Client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright

and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow CreativeCo Ltd to remove and/or replace the file on the site.

The Client agrees to fully indemnify and hold CreativeCo Ltd free from harm in any and all claims resulting from the Client not having obtained all the required copyright, and/or any other necessary permissions.

CreativeCo Ltd cannot guarantee the Client exclusivity of any marketing concept, strategy, design or other intellectual property provided. Therefore CreativeCo Ltd will not accept liability for any alleged claim from the Client or any third party as the result of unintentional similarity in part or whole of a third party's copyright protected or registered trademark or brand, identity, strapline, colour usage, image style and content, product or otherwise.

It remains the Client's responsibility to seek copyright protection if desired for any creative/intellectual property provided to the Client by CreativeCo Ltd.

ALTERATIONS

The Client agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the Client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The Client also agrees that CreativeCo Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

LICENSING

Any design, copywriting, drawing, idea or code created for the Client by CreativeCo Ltd, or any of its contractors, is licensed for use by the Client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of CreativeCo Ltd and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim, should be registered by the Client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

CreativeCo Ltd will not be held responsible for any and all damages resulting from such claims.

CreativeCo Ltd is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Client agrees not to hold CreativeCo Ltd responsible for any such loss or damage.

DATA FORMATS

The Client agrees to CreativeCo Ltd's definition of acceptable means of supplying data to the company.

Text is to be supplied to CreativeCo Ltd in electronic format as standard text (.txt), MS Word (.docx) via e-mail or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by CreativeCo Ltd via e-mail or shared folder. Images must be of a quality suitable for use without any subsequent image processing, and CreativeCo Ltd will not be held responsible for any supplied image quality which the client later deems to be unacceptable.

CreativeCo Ltd cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

DESIGN PROJECT DURATION

Any indication given by CreativeCo Ltd of a design project's duration is to be considered by the Client to be an estimation. CreativeCo Ltd cannot be held responsible for any project over-runs, whatever the cause.

DESIGN PROJECT COMPLETION

CreativeCo Ltd considers the design project complete upon receipt of the Client's signed approval or sign-off e-mail. Other services such as printing, display panel production, filmwork, website uploading, publishing, etc, will be actioned only after approval has been confirmed.

RIGHTS OF REFUSAL

CreativeCo Ltd will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. CreativeCo Ltd also reserves the right to refuse to include submitted material without giving reason.

In the situation where any images and/or data that CreativeCo Ltd does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the Client is obliged to allow CreativeCo Ltd to remove the contravention without hindrance, or penalty. CreativeCo Ltd is to be held in no way responsible for any such data being included.

CANCELLATION

If at any point during the design or development cycle the Client wishes to cancel, they may do so but will be invoiced an amount that CreativeCo Ltd judges to be proportional to the amount of work completed on the commission and further compensatory charges for booked design time or printing press time or any other supply costs accruing.

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, CreativeCo Ltd will need formal notification in writing.

Please note: any cancellation which is not formally confirmed in writing and received by CreativeCo Ltd within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

DISCLAIMER

CreativeCo Ltd makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. CreativeCo Ltd will not be held responsible for any and all damages resulting from products and/or services it supplies. CreativeCo Ltd is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The Client agrees not to hold CreativeCo Ltd responsible for any such loss or damage. Any claim against CreativeCo Ltd shall be limited to the relevant fee(s) paid by the Client.

CreativeCo Ltd reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. CreativeCo Ltd will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

DATA STORAGE

CreativeCo Ltd agrees to store all final electronic files created for the Client for a maximum of 2 years.

CreativeCo Ltd will charge £50.00 (+vat) to retrieve/transfer any elements of electronic files from archive at the request of the Client, providing related usage rights have been negotiated.

GENERAL

CreativeCo Ltd reserves the right to use both initial creative concepts and final approved design work for the purposes of CreativeCo Ltd's marketing activities (both online and offline) unless otherwise requested/agreed with the Client.

CreativeCo Ltd shall be under no liability if it should be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing), act of God, legislation, war, act of terrorism, fire, flood, drought, failure of power supply, lock out or inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may, by written notice, elect to terminate the contract and pay for work done and materials used, but subject thereto, shall otherwise accept delivery when available.

CreativeCo Ltd will have a lien over any product, data or materials if all payments due have not been paid and cleared in full within 1 month from the date of the invoice. CreativeCo Ltd reserve the right to withhold supply of goods and, in the case of web services, this includes recalling services including the hosting of websites.

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. CreativeCo Ltd reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

ACCEPTANCE OF TERMS AND CONDITIONS AND QUOTATION

The placement of an order for design and/or any other services offered by CreativeCo Ltd, by email, verbally or in writing, constitutes acceptance of the estimate or quotation, if provided, or continuance of existing project works and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the Client and CreativeCo Ltd.

CreativeCo Ltd 95 Victoria Road
South Ascot Berkshire SL5 9DR
t 01344 620906 e info@creativeco.net
www.creativeco.net